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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/715,850	11/17/2000	Warren Adams	AMAZON.054A	8971

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EXAMINER

POND, ROBERT M

ART UNIT	PAPER NUMBER
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3625

DATE MAILED: 09/22/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/715,850

Applicant(s)

ADAMS ET AL.

Examiner

Robert M. Pond

Art Unit

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 28 June 2004.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-31 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-31 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date <u>5/02/04</u> . | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Response to Amendment

The Applicant amended all pending claims to change claim dependency and further corrected to claim practical application of the technological arts. All pending claims (1-31) were examined in this non-final Office Action necessitated by new grounds of rejection.

Response to Arguments

Claims 1-8 and 10-31

Applicant's arguments filed 28 June 2004 have been fully considered but they are not persuasive regarding the reference teachings. The Applicant argues:

- *Neither PlanetAll nor Amazon.com are concerned with or even mention sharing historical information.* The Examiner respectfully disagrees with the Applicant. PlanetAll and Amazon teach or suggest first, second, or any number of users selectively sharing past purchase history. PlanetAll teaches PlanetAll's online community of users sharing personal information among a circle of selected contacts (e.g. friends, family, profession) and sharing this information to influence members within a circle of contacts. Amazon teaches the PlanetAll acquisition by Amazon.com as allowing Amazon.com users to read book and music reviews written by customers who have similar

interests, profession, ages, and so on, which will in turn help with their buying decisions. PlanetAll's service influences buyers of similar interest (W: please see at least page 2). Amazon teaches Amazon.com acquiring PlanetAll and integrating PlanetAll's circle of contacts service into Amazon.com's online commerce system. Amazon teaches Amazon.com's system already recommending books and music selections to any user based on information provided by its 3 million users and on their past purchase histories (X: see page 2). This article further discloses the meshing of the Amazon and PlanetAll databases and users finding customized recommendations for book or music gifts for upcoming birthdays which in turn will have on file the correct shipping address for the recipient. Based on the PlanetAll and Amazon teachings as cited, a user (a second user) who finds a recommendation for an upcoming birthday gift with the recipient's (a first user) shipping address, was selected by the first user to receive the recommendation based on the first user's past purchase history. The Examiner firmly believes that PlanetAll and Amazon teach or suggest using a first user's historical purchases to influence second user's purchases.

- Second and third historical information: The recipient can be any member in the circle of contacts and for the reasons stated above, the Examiner believes these arguments are addressed: if a first user can

influence a second user, then a second user can influence a third user, etc. This also means that the first user may or will influence the third user through the second user. PlanetAll describes the linkages in "Friends of Friends" and teaches a member can select the permissions for each member linked to the member's address book (V: see at least page 9). PlanetAll allows a first user's contact (second user) to search for names of the first user's friends in a city or group. The first user's contacts are third-party contacts with respect to the second user. This feature allows users to expand their network of friends and contacts (V: see at least page 2).

Claim 9

Applicant's arguments, see Remarks, filed 28 June 2004, with respect to the rejection(s) of Claim 9 under 35 USC 103(a) have been fully considered and are persuasive. Therefore, the rejection has been withdrawn. However, upon further consideration, a new ground(s) of rejection is made in view of PlanetAll, Amazon, and Delphi.com.

Official Notice (Paper #5, regarding book reviews)

The Applicant did not traverse the examiner's assertion of official notice. The common knowledge or well-known in the art statement is taken to be admitted prior art because applicant failed to traverse or adequately traverse the examiner's assertion of official notice (MPEP 2144.03(C)).

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

1. **Claims 1-8, 10-16, 19-28, and 31 are rejected under 35 USC 103(a) as being unpatentable over PlanetAll (a collection of 102(b) prior art describing PlanetAll's online services cited in Paper #5, PTO-892, Item: U-V), in view of Amazon (a collection of 102(b) prior art describing Amazon.com's acquisition of PlanetAll cited in Paper #5, PTO-892, Items: W-X).**

PlanetAll teaches a web site where a member (hereinafter referred to as first customer) creates a personal profile, and defines a circle of contacts (hereinafter referred to as second customer) based on the information provided (Item: U, page 1). PlanetAll further teaches:

- Retrieving from a database first customer profile information: uses system databases for storage and retrieval (Item: U, page 2).
- Receiving authorization from the first customer to share at least a portion of personal information with a second customer: security system allows only those people (second customers) the first customer specifies to see information from the first customer's profile, and letting the specified

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second customer(s) see only what the first customer wants them to see (Item: U, page 2; Item: V, page 8).

- Transmitting the personal information to the first customer for display: web page that shows personal information (e.g. user's calendar) (Item: V, see at least pages 10-11 and 12-13).
- Receiving authorization from second customer to share first customer personal information with a third customer: Friends of Friends feature supplements Crossing Paths by adding friends (third customers) of a member's contacts (second customers) to the member's (first customer) contact list (please note examiner's interpretation: second customer reveals to the first customer who is authorized to see second customer's personal information and likewise, first customer reveals to second customer its third members who have permission to see first customer's personal information (Item: U, see at least page 2)).
- Notification: daily email messages with active links to information (please note examiner's interpretation: sending an invitation to view a user's personal information) (Item: U, page 2; Item: V, page 1); automatically updates address books (please note address book is displayed as a web page) (Item: U, page 2); electronic links with customers, calendar event alerts (Item: V, pages 8, and 11); providing a preview (Item: V, page 19).
- Identity: email messages identify second customers (Item: V, page 18).

- Permissions Scheme: allows first customer to designate which of their contacts (second customers) sees their information (please note examiner's interpretation: system is asking the first customer to specify who and what information second customers are permitted to see); distinguishes between personal and professional information (e.g. allowing a second customer to see first customer's employer, work address, and work phone number) (please note examiner's interpretation based on example: contacts can be a first customer's business customer) (Item: V, page 9).
- Listing information: (Item: V, pages 12-13).
- Retrieving historical purchase information for a first customer and sharing a portion with a second customer:
integrating contact management with online sales system

PlanetAll teaches all the above as noted under the 103(a) rejection and teaches retrieving a first customer's personal profile from system databases, sharing personal information on a selective basis with second customers, but does not disclose integrating PlanetAll's customer-to-customer contact service into Amazon.com's online sales system. Amazon teaches integrating PlanetAll's service and databases into Amazon.com's service to allow customers to share information about themselves on a customer-by-customer basis (Item: W, see pages 1-2). Therefore it would have been obvious to one of ordinary skill in the art at

time of the invention to modify the method of PlanetAll to disclose integrating PlanetAll's contact management service into Amazon.com's online sales system as taught by Amazon, in order to facilitate customer-to-customer contact, and thereby increase communication among customers of the online sales system who have similar interests.

Sharing purchasing information

PlanetAll teaches all the above as noted under the 103(a) rejection and teaches a) automating communication between customers (e.g. first customer and second customer) belonging to a circle of similar interests, and b) each customer selectively deciding what information to disclose to each contact, but do not disclose retrieving past purchase information for a first customer and sharing a portion with a second customer. Amazon teaches all the above as noted under the 103(a) rejection and teaches a) Amazon.com's system already recommending books and music selections to any user based on information provided by its 3 million users and on their past purchase histories (Item: X, see at least page 2), b) meshing of the Amazon and PlanetAll databases (Item X, see at least page 2), c) customers finding customized recommendations for book or music gifts for upcoming birthdays which in turn will have on file the correct shipping address for the recipient (please note examiner's interpretation: a customer (a second user) who finds a recommendation for an upcoming birthday gift with the recipient's (a first user) shipping address, was

selected by the first user to receive the recommendation based on the first user's past purchase history) (Item: X, see at least page 2), and d) and using the integrated service to facilitate customers influencing buying decisions of customers of similar interests or ages (Item: W, see at least page 2). Therefore it would have been obvious to one of ordinary skill in the art at time of the invention to modify the method of PlanetAll to disclose sharing past purchase history of a first user with a second user as taught by Amazon, in order to facilitate the sharing of purchasing history among a circle of contacts, and thereby increase sales for the service.

- Indicia of items in purchase history includes at least a first item review authored by the first user.

PlanetAll teaches all the above as noted under the 103(a) rejection but does not disclose indicia of items in purchase history includes a least an item review authored by the first customer. Amazon teaches all the above as noted under the 103(a) rejection and teaches a) integrating the PlanetAll service that allows Amazon.com customers to read book and music reviews written by customers who have similar interests, professions, ages, and "so on" which will help their buying decisions (Item: W, page 2), and b) using purchase history of a first customer to influence a second customer's purchase behavior. Therefore it would have been obvious to one of ordinary skill in the art at time of the invention to modify the method of PlanetAll to disclose an authored review as indicia as taught

by Amazon, in order to influence customers in a circle of contacts with written book reviews, and thereby increase sales for the service.

- 2. Claim 9 is rejected under 35 USC 103(a) as being unpatentable over PlanetAll (a collection of 102(b) prior art describing PlanetAll's online services cited in Paper #5, PTO-892, Item: U-V) and Amazon (a collection of 102(b) prior art describing Amazon.com's acquisition of PlanetAll cited in Paper #5, PTO-892, Items: W-X), as applied to Claim 5, further in view of Delphi.com (a collection of articles cited in PTO-892, Items: U-V).**

PlanetAll and Amazon teach all the following as noted above in the 103(a) rejection and teach a) PlanetAll customers providing the commerce service with email addresses of potential non-customers (Item: V, see at least page 8), b) a virtual address book containing customer and non-customers (Item: V, see at least page 12), c) email notifications containing active links to web pages, d) a "Sign Me Up" icon that automatically links a non-customer to the commerce site sign-up web page (please refer to page 21 of Applicant's Specification: the token contains a link to the commerce entity's sign-up web page, and uses a one-use token in an email invitation to a non-member) (Item: V, see at least pages 3 and 18), and d) PlanetAll taking on the task of listing a customer's (a first customer) contacts for the first customer (Item: V, see at least page 14, Internet World Magazine, June 1997). PlanetAll and Amazon, however, do not specifically disclose including a one-use token if the second customer's email address does

not match any email address stored in a customer database associated with the electronic commerce entity. Delphi.com teaches Delphi Forums engaged in a partnership with PlanetAll (Item: U, see at least page 2). Delphi.com teaches automated invitation and application features (Items: U, see at least page 2; V: see at least page 3), and further teaches a non-member receiving an email invitation and logging onto the forum to be automatically accepted. Therefore it would have been obvious to one of ordinary skill in the art at time of the invention to modify the method of PlanetAll and Amazon to disclose sending an email invitation to a non-customer to join the commerce service as taught by Delphi.com, in order automate the invitation process to facilitate the growth of contacts attractive to potential users, and thereby increase sales for the service.

PlanetAll, Amazon, and Delphi.co teach all the above as noted under the 103(a) rejection and teach a) icons containing URL links to a sign-up web page, and b) emailing notifications to members containing hot links (please note: hot link contains URL- a token) (Item: U, see at least page 2), c) sending an email invitation to a non-member to join a forum, and d) the non-member logging into the commerce service as a result of the emailed invitation, but do not disclose including a one-use token. It would have been obvious to one of ordinary skill in the art at time of the invention to modify the method of PlanetAll, Amazon, and Delphi.com to disclose including a hot link in the email invitation to the commerce service's sign-up web page, since one of ordinary skill in the art would ascertain a hot link to the commerce service's web page included in the email invitation to

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the non-member would provide a user convenience for login, and thereby facilitate the growth of contacts that would be attractive to current customers and the service.

3. **Claims 17 and 18 are rejected under 35 USC 103(a) as being unpatentable over PlanetAll (a collection of 102(b) prior art describing PlanetAll's online services cited in Paper#5, PTO-892, Item: U-V) and Amazon (a collection of 102(b) prior art describing Amazon.com's acquisition of PlanetAll cited in Paper #5, PTO-892, Items: W-X), as applied to Claim 1.**

PlanetAll and Amazon teach all the following as noted above in the 103(a) rejection and teach a first customer authorizing a second customer to review personal information and past purchase history to influence buying decisions, but do not disclose viewing a first customer's wish list or auctions. It would have been obvious to one of ordinary skill in the art at time of the invention to disclose viewing a first customer's wish list or auction, since it is well within the skill to ascertain that a first customer's wish list and auctions are a first customer's interests, and therefore influences a second customer having similar interests as the first customer.

4. **Claim 29 is rejected under 35 USC 103(a) as being unpatentable over PlanetAll (a collection of 102(b) prior art describing PlanetAll's online**

services cited in Paper#5, PTO-892, Item: U-V) and Amazon (a collection of 102(b) prior art describing Amazon.com's acquisition of PlanetAll cited in Paper #5, PTO-892, Items: W-X), as applied to Claim 20.

PlanetAll and Amazon teach all the above as noted under the 103(a) rejection and teach a) the first customer editing personal information, b) first customer determining what the second customer sees, and c) second customer viewing a first customer's past purchases, but do not disclose first customer editing selections of past purchases to be shared with a second customer. It would have been obvious to one of ordinary skill in the art at time of the invention to disclose the first customer editing past purchase information to be shared with a second customer, since it is well within the skill to ascertain that a first customer can edit personal information to be viewed by a second customer.

- 5. Claim 30 is rejected under 35 USC 103(a) as being unpatentable over PlanetAll (a collection of 102(b) prior art describing PlanetAll's online services cited in Paper #5, PTO-892, Item: U-V) and Amazon (a collection of 102(b) prior art describing Amazon.com's acquisition of PlanetAll cited in PTO-892, Items: W-X), as applied to Claim 20, further in view of Official Notice (regarding book reviews).**

PlanetAll and Amazon teach all the above as noted under the 103(a) rejection and teach a) members writing reviews on books and music for other customers, but do not disclose a rating from a first customer. This examiner takes the

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position that the review itself serves as a subjective rating and quantifying a subjective rating is notoriously old and well-known. Therefore it would have been obvious to one of ordinary skill in the art at time of the invention to disclose a rating as taught by Official Notice, in order to help the second customer receiving the review to understand in quantifiable terms how the first customer felt about the book or music reviewed.

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Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to **Mr. Robert M. Pond** whose telephone number is 703-605-4253. The examiner can normally be reached Monday-Friday, 8:30AM-5:30PM Eastern.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, **Mr. Vincent Millin** can be reached on 703-308-1065.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the **Receptionist** whose telephone number is **703-308-1113**.

Any response to this action should be mailed to:

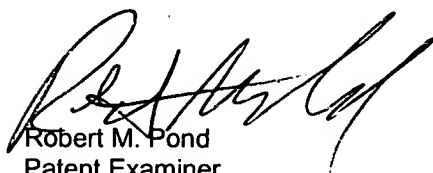
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or faxed to:

703-872-9306 (Official communications; including After Final communications labeled "Box AF")

Hand delivered responses should be brought to Crystal Park 5, 2451 Crystal Drive, Arlington, VA, 7th floor receptionist.


Robert M. Pond
Patent Examiner
September 20, 2004